

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106
(702) 382-2101

1 Adam P. Segal, Esq.
Nevada Bar No. 6120
2 BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 N. City Parkway, Suite 1600
3 Las Vegas, Nevada 89106
4 Telephone: (702) 382-2101
Facsimile: (702) 382-8135

5 Attorneys for Plaintiffs

6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

8
9 TRUSTEES OF THE PLUMBERS AND
PIPEFITTERS UNION LOCAL 525
10 HEALTH AND WELFARE TRUST AND
PLAN; TRUSTEES OF THE PLUMBERS
11 AND PIPEFITTERS UNION LOCAL 525
PENSION PLAN; AND THE TRUSTEES
12 OF PLUMBERS AND PIPEFITTERS
LOCAL UNION 525 APPRENTICE AND
13 JOURNEYMAN TRAINING TRUST FOR
SOUTHERN NEVADA,

14 Plaintiffs,

15 vs.

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17 LLOYD'S REFRIGERATION, INC., a
Nevada corporation; WALTER P. LLOYD,
18 an individual,

19 Defendant.

CASE NO.

STIPULATED/CONSENT JUDGMENT

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21 Lloyd's Refrigeration, Inc. ("Employer"), and Walter P. Lloyd ("Guarantor") hereby
22 stipulate and consent to entry of judgment in favor of Plaintiffs, Trustees of the Plumbers and
23 Pipefitters Union Local 525 Health and Welfare Trust, the Trustees of the Plumbers and
24 Pipefitters Union Local 525 Pension Plan, and the Trustees of the Plumbers and Pipefitters Local
25 Union 525 Apprentice and Journeyman Training Trust for Southern Nevada (collectively "Trust
26 Funds), and against Employer and Guarantor, jointly and severally, in the total sum of \$279,003
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1 for delinquent employee benefit contributions and related costs and fees owed under the
2 Employee Retirement Income Security Act of 1974 ("ERISA").

3 The parties have stipulated and therefore the Court finds:

4 1. Employer is signatory to and bound by the terms of a collective bargaining
5 agreement ("CBA") with the Plumbers and Pipefitters Union Local 525 ("Union"), in which
6 Employer agreed to abide by the trust agreements establishing the respective Trust Funds and any
7 amendments thereto ("Trust Agreements").

8 2. Under the CBA and the Trust Agreements, Employer is obligated to pay employee
9 benefit contributions to the Trust Funds on behalf of Employer's bargaining unit employees
10 represented by the Union.

11 3. Based on remittance reports prepared and submitted by Employer for the period of
12 May 2012, through August 2012, Employer owes the Trust Funds \$274,003 in employee benefit
13 contributions, fees, interest and liquidated damages to date.

14 4. In addition, in the event this judgment must be executed, the Trust Funds will incur
15 additional fees and costs determined by the parties to be at least \$5,000, which are therefore
16 included herein.

17 5. This Stipulated/Consent Judgment is entered into by and between Employer and
18 the Trust Funds for employee benefit contributions and related costs and fees owed to the Trust
19 Funds by ERISA.

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6. Guarantor also agrees to be personally liable for payment of this judgment in the event that Employer defaults or otherwise fails to pay the amounts owed under this Stipulated/Confessed Judgment.

January 28, 2013
~~November~~, 2012.

November 5, 2012.

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

Lloyd's Refrigeration, Inc., a Nevada
corporation,

Adam P. Segal, Esq.
Nevada Bar No. 6120
100 N. City Parkway, Suite 1600
Las Vegas, Nevada 89106
Telephone: (702) 382-2101
Facsimile: (702) 382-8135

Walter P. Lloyd, individually, as Guarantor and
on behalf of Employer, Lloyd's Refrigeration,
Inc.

Telephone: 702-798-1010
Facsimile: 702-798-6531

Attorneys for the Trust Funds

JUDGMENT

Judgment is hereby entered against Employer and Guarantor, jointly and severally, and in favor of the Trust Funds in the amount of \$279,003.

Dated March 19, 2013.

James C. Mahan
U.S. DISTRICT COURT JUDGE